

Do whom it may concern;

9/23/15

My name is Jason P. Band.

2:15 cv 05804 JS/per

I wish to attempt to stop this default judgment.

I have been a victim of many court actions - most beyond my control. I have a disability that has become multiple over the last 12 months or so. I have had multiple surgeries to my neck & shoulder, I have developed Carpal tunnel -

(sorry about the amount of time it takes for me to get this to you) (+ my hand writing). Now my pain gets worse as the day goes on & I have been up all night trying to understand how this case defaulted & how I was going to do today. Yet I don't have

time. Means most people do - besides having issues driving & commuting - I have no car currently - it's in the shop due to someone pouring water in my fuel tank.

The NUSFC has a prearranged order since last year in which all my money was taken including real property & many other assets seized or taken by finance companies.

I have no rights, I'm not able to hire a attorney pay for medical expenses, I have few people that want to be around me. The State has alleged that I committed insurance fraud initially & froze all my assets under the NUS 13A statute. The case

was later on in March of this year dropped yet new larger charges were brought about. If I told you how this all started most wouldn't believe it, but in

Now this all started first without before (it) but in
Simple terms - A co-employee stole a lot of
money & equipment & I persuaded him with the DHS
office - in which one thing led to the other he
became a witness against me for the current 376
case. Retaliation! Well the plaintiff here is using
the same "alleged" charges against me for original
0

breaches + fraud to find out a way to deny coverage in this case. The information in which they say I never disclosed is not remotely true + their denial letters both on the claim + appeal both are ridiculous. There was no reason 3 years ago or so to lie about my health - I loved working + was doing real well, my brother told me I needed this insurance as he had also written life policies for me in the past - God forbid something should happen to me. He had me chose principal in which was very expensive compared to the other carriers because he said it was an excellent company + they do "the right thing". Well I disagree.

During the application process the broker came to my house and sat down + we filled out the application in which I acknowledge various existing health conditions such as high blood pressure, past lower back surgery, etc. All medications I was taking etc. Principal verified everything by pulling my medical records through HRA Adams A HSA having a PRAMED company do their own exam on me!

Given that I had declared prior surgeries + other medical info - certain restrictions were part of my policy in which was eventually attained. Also the premium paid was also

higher than their standard rate initially quoted due to the higher risk. I have confirmed such with mother/brother at the time of the rates. Principal

Another broker at the time of the rates. Principal
obviously agreed to the rate because they charged
a higher premium for the coverage including
several exclusions based upon representations that
had made to him. The policy language is
definitely superior to other policies that I have.
One main point I'd like to point out.

It is that there is a 90 day elimination period before coverage could start, with a premium waiver & Also after 2 years of the policy being in effect, the ~~present~~ contestment period ended. The only way to regain coverage after 2 years would to prove I committed fraud!

Also the policy allowed benefits to be paid until the Court or Alternative Dispute Authority had adjudication. So from Jan 21 2015 to present Principal should not have been accepting premium & also should have been paying benefits - But instead they been playing the claims game

Until right before the 1 year mark to avoid any statute of limitation, issued & brought this case to your bench. Knowing doing so with the current accusations would possibly prejudice my on-going criminal case, & just like the state & press state in guilty until I prove otherwise.

Not only did Principal sue this lawsuit they conspired with another LTD plan the same broker attained for me when principal insurance would not give me the amount of coverage I needed to replace my current income. The other insurance company is Lloyd's of London in which ironically denied this claim at the same time as principal after I told them both I would not consent to the two companies exchanging my health info the find a way to deny coverage. Principal Life clearly breached

to deny coverage. My principal life clearly breached
their contract & now taking advantage of a
disabled individual with no means to defend himself.
Please keep in mind for the record - I have no
criminal history & never had any dealings with the
law. Actually the fact show how badly I
have been publicly defamed. I wish to share

A Simple non-biased And/or prejudiced fact I have been doing to disclose.

The charges against myself for insurance fraud in 2014 "allege" that I defrauded Arch Insurance Company for non-disclosure of the related party in the profits of loss.

Well here is A Fact. When the building collapsed I owned A restoration company & had insurance with two companies Aspen Specialty & Mount Harezy insurance, both bc coverages.

The Nure Freedom building collapsed due to Age & old beam & A clogged roof drain - the weight of the rain caused the collapse according to Arch engineers.

Well given the building was unsafe and in between two other residences. Arch Insurance was afraid of the building collapsing further & A common exclusion in Construction bc Policies is "EARTH Movement exclusion".

Well given I was going to lose my self, the broker for Arch "Brown & Brown" took my bc insurance to Arch & they said that exclusion had to be removed. I had A different broker at that time (Actually the same broker as the Principal Policy in this case - RAMPART Group) - Well Mr. Harezy the bc LAWYER Refused to remove that exclusion & RAMPART Brokerage could not find one company that would. So the fact of

One company that would. So the head of Brown & Brown, Arch Labadoff went to Arch & they had a General Contracting line of insurance that agreed to write this Construction Policy to eliminate that earth movement exclusion for the one building that collapsed. So they Abused me with not disclosing my relationship.

My company Dasso Development is A "S" Corp -
I am the only owner and signer ever on the
business. I have a copy of the original application
for insurance my name & signature is the only
name Arch has. I had GL coverage with Arch up
until 11/2014. After the incidents, then they would
not renew because of the press. However they
had no clue at least the internal claims dept had
no clue I supposedly was being charged with
defrauding them. Also the claims company Arch uses -
NOT A insurance company - Not claims - I had
done many claims with my restoration company
prior to the 212 Court Street property Arco
After the project was finished. I have this all documented
& under the penalty of perjury I swear this
is the truth. Well, that feels good! But that is
why we are supposed to have laws & the accused
are supposed to be innocent until proven guilty -
I just proved & can document a "Alleged"
B Felony 5-15 Years just time in which the
public & the state already made their mind up -
let alone I never understood how an Arco had
jurisdiction in this case - let alone how Medicaid fraud
was indicated? but that one of many facts that
I'll have to express eventually in state court - but it
shows this Court An important point! That principle
& the other insurance companies continue to break their
bonds of insurance companies. The harm is irreversible,

owned by insurance companies, the term is irrevocable,
I'm financially devastated, my health worse, mental state
really not good. Family is devastated - A I as A father
can't protect the children from propaganda - but keep
in mind their father bound insurance with the intention
of protecting them in good faith - Yet the insurance
companies continue to devastate instead of protect!

We have a terrible situation here if the court allows this default to stand. I'm all alone no rights to an attorney, harassed, & broken - the facts are the facts. Someone who commits insurance fraud or material misrepresentations typically don't disclose previous surgeries, don't pay increased premiums based upon risk. Don't insure with the same brokers & insurance carriers as the "alleged" victims - I ~~was~~ overly disclosed information. But how insurance companies are here to make money, their is

No such thing as "fiduciary duties" I have seen & currently continue to see the worst. And in the past being a restoration company & on many insurance company vendor lists - I'm more than familiar with the games insurers play with the vulnerable. It's sick & wrong, & a false promise that can really break people & their families apart. I'm an example - please let me bring my case here before this court to prove that I always acted in good faith? Allow this case to set a precedent to give these insurance companies a second to think before they act in the worst interests of their insureds. I'll prove everything they throw at us as wrong & not applicable - Don't let my rights AND everyone rights who would fall into my shoes today be punished because I didn't realize that I was supposed to file paperwork. I was^(*)

that I was supposed to file paperwork. I was
waiting for the court, everyone told me I had time,
I would never jeopardize my rights in this court -
I need to defend this case please!

Jason Brand



FILED

IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

★ SEP 24 2015 ★

PRINCIPAL LIFE OINSURANCE CO

LONG ISLAND OFFICE

Plaintiff,

APPLICATION FOR THE COURT TO
REQUEST COUNSEL

-against-

2:15 CV 05804 (JS-A)

Defendant(s).

1. Name of applicant JASON P BRAND

2. Explain why you feel you need a lawyer in this case. (Use additional paper if necessary.)

I dont know what im doing, I am trying very hard, but itsvery overwhelming, and i just possibly defaulted, and didnt know i had to doanything prior to conf. i have a very complicated case, and im being taken advantage of.

3. Explain what steps you have taken to find an attorney and with what results. (Use additional paper if necessary.)

i am attached by the nysag all my assets are frozen since oct 2014, i dont even have enough money for lioving expenses, currentlyi contacted nassau/suffolk legal services, without calls back, suffolk coutry bar association, reached out to variousprivate attorneys that wont work on a contingency arrangement, my current legal situation with the ag isnt moving.

4. If you need a lawyer who speaks in a language other than English, state what language you speak:

i only understand english5. I understand that if a lawyer volunteers to represent me and my lawyer learns that I can afford to pay for a lawyer, the lawyer may give this information to the Court. I understand that if the Court grants this application in a complaint against the Commissioner of Social Security, the pro bono attorney, if successful, has the statutory right to request that the Court award a fee of up to 25% of the accrued Social Security or Supplemental Security Income Benefits. See 42 U.S.C. § 406.6. I understand that if my answers on my Request to Proceed *In Forma Pauperis* are false, my case may be dismissed.

7. I declare under penalty of perjury that the forgoing is true and correct.

Dated: 09/24/2015
Signature

rev. 7/08

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Principal life insurance Company

Plaintiff,

**REQUEST TO PROCEED
IN FORMA PAUPERIS
IN SUPPORT OF THE
APPLICATION FOR THE COURT TO
REQUEST COUNSEL**

2:15 CV 03804 (JS-A)

-against-
Jason P Brand

Defendant(s).

I, jason p brand

(print or type your name) am the plaintiff/defendant in the above-entitled case and I hereby request to proceed *in forma pauperis* and without being required to prepay fees or costs or give security. I state that because of my poverty I am unable to pay the costs of said proceeding or give security therefor, and that I believe I am entitled to redress.

1. If you are presently employed, give the name and address of your employer and state the amount of earnings per month.

went on leave effective date of disability 10/22/2015, been unable to get ss disability, in appeal 16 month backlog), no accrued time

paid, on snap and medicaid, this action is from one of 3 companies i had ltd benefit, all of which have jointly denied coverage

2. If you are not presently employed, state the date you were last employed and your earnings per month at that time. **You must answer this question even if you are incarcerated.**

i left 10/22/2014, was supposed to keep benefits under fmla, yet retaliated against and no accrued time and erisa

benefits lapsed, then health insurance reinstated, but with various lapses, officially fired 7/15/15 for not returning to work per fmla.

3. Have you received, within the past twelve months, any money from any source? If so, name the source and the amount of money you received.

i am a civil and criminal defendant in a case with nysag, all assets attached, no money given to me

a) Are you receiving any public benefits?

☐ No ☒ Yes, \$ medicaid/snap only

b) Do you receive any income from any other source?

☒ No ☐ Yes, \$ _____

rev. 7/08

4. Do you have any money, including money in a checking or savings account? If so, how much?
no everything was attached by the attorney general, all monies siezed and held in a escrow account, no access

5. Do you own any apartment, house or building, stocks, bonds, notes, automobiles or other valuable property? If the answer is yes, describe the property and state its approximate value.

☐ No ☒ Yes, \$ all attached 1 going to short sale, primary residence attached and 42k past due going to foreclosure

6. Do you pay for rent or for a mortgage? If so, how much each month?

☒ No ☐ Yes, \$ I did, but attorney general hasnt allowed enough funds to pay creditoirs, being sued by various institutions

7. List the person(s) that you pay money to support and the amount you pay each month.

I ndont pay, but i have a wife who is employed part time making 150 a month, , she doesnt share, 2 children

7 year olds, currently on medicaid and snap in public school, some money released to wife, yet no more available currently

8. State any special circumstances which the Court should consider.

my nysag order of attachment, i have a real issue with this suit. they acted in bad faith, and i relied upon

income i was supposed to get from the plaintiff due to the proven uncontested disability i currently have, i have a ongoing case in


bronx supreme, my LTD policies are all recinding or not paying because of the "alleged" crime i have been charged.

I understand that the Court may dismiss this case if I give a false answer to any question in this declaration.

I understand that if the Court grants this application in a complaint against the Commissioner of Social Security, the pro bono attorney, if successful, has the statutory right to request that the Court award a fee of up to 25% of the accrued Social Security or Supplemental Security Income Benefits. See 42 U.S.C. § 406.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: 09/23/2015


Signature

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X
principal life insurance

Plaintiff,

AFFIRMATION OF SERVICE

2:15 CV 03804 (js-akt)

-against-
jason p brand

Defendant(s).

----- X

I, jaosn p brand (print or type your name), declare under penalty of

perjury that I have served a copy of the attached Application for the Court to Request Counsel upon the

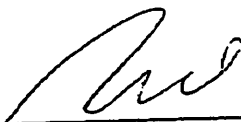
defendant(s) or the attorney for defendant(s) jaosn p brand

whose address is: 23 barrington place , melville, ny 11747

by electronic fax and fedex

(describe how you served document: For example - personal delivery, mail, overnight express, etc.)

Dated: 09/24/2014


Signature

23 barrington place

Address

melville, ny 11747

City, State & Zip Code

ECM/ECF

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NPROSE

**U.S. District Court
Eastern District of New York (Central Islip)
CIVIL DOCKET FOR CASE #: 2:15-cv-05021-JMA-GRB**

Brand et al v. Narco Freedom Inc. et al
Assigned to: Judge Joan M. Azrack
Referred to: Magistrate Judge Gary R. Brown
Cause: 42:2000e Job Discrimination (Employment)

Date Filed: 08/19/2015
Jury Demand: Plaintiff
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question

Date Filed	#	Docket Text
08/19/2015	<u>1</u>	COMPLAINT against All Defendants Was the Disclosure Statement on Civil Cover Sheet completed -YES,, filed by Samantha L Brand, Jason P Brand. (Attachments: # <u>1</u> Civil Cover Sheet) (Gledhill, Rosemary) (Entered: 08/28/2015)
08/19/2015	<u>2</u>	MOTION for Leave to Proceed in forma pauperis by Jason P Brand, Samantha L Brand. (Gledhill, Rosemary) (Entered: 08/28/2015)
08/19/2015	<u>3</u>	In accordance with Rule 73 of the Federal Rules of Civil Procedure and Local Rule 73.1, the parties are notified that <i>if</i> all parties consent a United States magistrate judge of this court is available to conduct all proceedings in this civil action including a (jury or nonjury) trial and to order the entry of a final judgment. Attached to the Notice is a blank copy of the consent form that should be filled out, signed and filed electronically only if all parties wish to consent. The form may also be accessed at the following link: http://www.uscourts.gov/uscourts/FormsAndFees/Forms/AO085.pdf . You may withhold your consent without adverse substantive consequences. Do NOT return or file the consent <u>unless</u> all parties have signed the consent. (Gledhill, Rosemary) (Entered: 08/28/2015)

PACER Service Center			
Transaction Receipt			
09/12/2015 19:09:54			
PACER Login:	jasonb8293:4506430:0	Client Code:	
Description:	Docket Report	Search Criteria:	2:15-cv-05021-JMA-GRB

Billable Pages:	1	Cost:	0.10
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September 24, 2015

Dear Customer:

The following is the proof-of-delivery for tracking number **781357823974**.

Delivery Information:

Status:	Delivered	Delivered to:	Mailroom
Signed for by:	C.COX	Delivery location:	CENTRAL ISLIP, NY
Service type:	FedEx Priority Overnight	Delivery date:	Sep 21, 2015 09:56
Special Handling:	Deliver Weekday		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	781357823974	Ship date:	Sep 18, 2015
		Weight:	0.5 lbs/0.2 kg

Recipient:
CENTRAL ISLIP, NY US

Shipper:
melville, NY US

Thank you for choosing FedEx.

S 44 (Rev. 12/12)

CIVIL COVER SHEET

This S 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as required by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. PLAINTIFFS
JASON P BRAND

DEFENDANTS
NARCO FREEDOM INC., ET AL

(b) County of Residence of First Listed Plaintiff SUFFOLK
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant BRONX
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	PROPERTY/INTELLECTUAL PROPERTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 198 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PERSONAL PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainees - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. § 1105

Brief description of cause:

ADD TO ORIGINAL COMPLAINT, ERISA STATUTE AND FIDUTARY DUTIES - INTENTIONAL BREACH

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER CV-15 5021

DATE SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Received by edny 9/25/2015 – prose' office via fedex

Additional causes of actions to be attached to original filing. Evidence to substantiate such action included in original submittal.

Breaches under ERISA including:

- (1) Participating knowingly in an act of another fiduciary, knowing the act was a breach, in violation of 29 U.S.C. § 1105(a)(1);
- (2) Failing to monitor or supervise another fiduciary and thereby enabling a breach in violation of 29 U.S.C. § 1105(a)(2); or
- (3) Having knowledge of a breach by another fiduciary and failing to make reasonable efforts under the circumstances to remedy the breach in violation of 29 U.S.C. § 1105(a)(3)
- (4) Failure of Employer to provide Policy Documents
- (5) Liquidation of Employers Assets, with intent to mislead and/or lead on Benefits of the Benefit plan
- (6) Conflict of Interest – Failed to disclose plans assets/documents and used such funds for one self-interest including attorney fees to self.
- (7) Fraud – Requesting the court hold the Receiver harmless for all Fiduciary Breaches of any employee benefit plan while having knowledge on of an ongoing breach when taking such an oath to uphold a plan that is governed by other statue, and continuing to liquidate the plans assets, ignoring such claims by its plan participants. Gross intent to defraud and cause harm to its employees when a “receiver” is brought in to uphold the law and protect the organizations “fiduciary duties”.
- (8) Failure to act in its plans participants best interest, Gross Neglect to the plan and its participants, acting out of self-dealings, and one’s self-interest/intent.
- (9) Acknowledgement of duties to uphold health insurance under the fmla, yet promises to reinstate without lapse, and promises become broken. Failure to abide by Board Resolutions.

Remedies to include:

Payments due per Health Welfare plans as defined under ERISA to include all additional equitable remedies available under ERISA Section 502(a)(3) for claims brought against breach of Fiduciary Duty that caused damages beyond the payments due to be determined at trial.

I'm requesting that these additional causes of actions not prejudice any future causes that may materialize through discovery and the testimony of witnesses. Erisa is the driving force of this action given its limited statute of limitations, and the current and ongoing liquidation of ERISA protected assets

Additional Modifications/Additions/Requests:

I respectfully withdraw suit by co-plaintiff Samantha L. Brand, without prejudice at this time per the request of Lori Lapin Jones, General Counsel - Garfunkel Wild.

The Case to Proceed under multiple causes of action, and brought at this time due to Federal Statute of Limitations.

I respectfully request that an Order to Show Cause for a preliminary injunction be brought to Freeze Assets associated with Narco Freedom, Inc. as assets governed under ERISA and other Fair Labor Standards governed by the USDOL Wage and Hour Division to include Accrued time as documented in the Annual 990's with the IRS of monies due to employees as documented. Such assets have also been liquidated and continues to be as we speak. If a Restraining order is not brought, we would be without any remedies and the material breach of fiduciary duties would essentially be without a way to compensate its victims causing gross injustice.

Narco Freedom's past and continued malice and discriminatory actions have directly resulted in retaliatory actions based upon unfounded facts and accusations without due process. As a result false allegations either published or unpublished by media outlets continue to "harm" the credibility of someone who has yet to have his day in court. These actions have caused and continue harm to an "accused" individual and his family. My family includes young children that will be forever affected by the actions of the defendants, and our rights and liberties of our country and state were built to uphold a constitution with various laws in which most have been withheld to date without due process. I respectfully request privacy in this matter for the sake of my children's wellbeing. As I patiently await my day in court.

I request that any medical information and privileged information that may prejudice my current criminal action in some way or another be sealed.

I also request that immediately, a complete job description be given to both the social security administration, and Cigna Insurance Company. The issue remains that the current administration is not such of the administration in which I was employed. So I request that the emails in which I have disclosed to the insurance companies and my own job description and/or a prior supervisor of mine be able to submit and sworn affidavit of my job duties and responsibilities during my tenure at narco freedom, so maybe benefits are not held up due to pure retaliation and false information.

I request a preliminary conference be held ASAP, as time is clearly of the essence in this matter and so many fronts. I am disabled and continue to be so, yet I'm not entitled to any accrued, and/or benefit plans, narco freedom would not make any accommodations and/or even respond to be during my leave.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

JASON P BRAND

Plaintiff(s)

v.

Civil Action No. CV-15 5021

NARCO FREEDOM INC., CIGNA LIFE INSURANCE
CO OF NY, LORRI LAPPIN JONES, AS RECEIVER,
PRINCIPAL LIFE INSURANCE, LLOYD OF
LONDON - PETERSON INTERNATIONAL,

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) NARCO FREEDOM INC - 250 GRAND CONCOURSE, BRONX NY 10451
CIGNA LIFE INSURANCE CO OF NY - 25600 NORTH NORTERRA DRIVE,
PHOENIX AZ 85085-8201
LORI LAPPIN JONES - 98 CUTTER MILL RD, SUITE 201, GREAT NECK, NY 11021
PRINCIPOAL LIFE INSURANCE CO - 711 HIGH STREET, DES MOINES IA 50392
LLOYDS OF LONDON, PETERSON INTERNATIONAL, CERTAIN UNDERWRITERS
AT LLOYDS OF LONDON 1350 MAIN STREET, SPRINGFIELD, MA 01103-1641

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: JASON P BRAND
23 BARRINGTON PLACE
MELVILLE, NY 11747

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

From: Jason Brand jasonb8293@aol.com

Subject: Re: Brand v. Narco Freedom, et al.

Date: September 11, 2015 at 6:05 PM

To: Kristin Angermann kangermann@garfunkelwild.com

Cc: jasonb8293@me.com, jasonb8293@gmail.com, Jason Brand jaybrand123@gmail.com, Andrew Zwerling

azwerling@garfunkelwild.com, Justin Vogel jvogel@garfunkelwild.com, Richard Harrow rharrow@Oalaw.com, David Ross dross@Oalaw.com, Linda S. Agnew lagnew@jaspanilp.com

Hi I am sorry , I have read the order , however this lawsuit was brought per a right to sue letter under the Eeoc and NYS dept of human rights .

The order you have attached also clearly excludes any actions brought in which a statue of limitations exist. In my case, time is clearly of the essence give the approved FMLA was taken just about 1 year ago, therefore the federal statue under EBSA is 1 year from the date of claim. I cannot withdraw do to this limitation, it would prejudice all my rights under EBSA.

So I respectfully deny your request to withdraw.

Also please keep in mind my claim for loss of benefits, accrued time owed, discrimination, etc was reported to your client immediately following her appointment as well as several complaints with regulating agencies were filed even before your client had become the receiver.

I have been advised by the Eeoc, NYS DEPT OF HUMAN RIGHTS and USDOL to file a proof of claim with the court as well to reserve my rights and I plan on doing just that.

Sincerely

Jason brand

Sent from my iPhone

On Sep 11, 2015, at 4:38 PM, Angermann, Kristin

<kangermann@garfunkelwild.com> wrote:

The attached correspondence is being sent to you on behalf of Andrew L. Zwerling, Esq. Thank you.

Kristin Angermann, Legal Assistant
Garfunkel Wild, P.C.
111 Great Neck Road, 6th Floor
Great Neck, New York 11021
(516) 393-2501 (Direct)
(516) 393-2200 (Main)
(516) 466-5964 (Fax)
kangermann@garfunkelwild.com

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<GW-GW-Samantha Brand letter 9-11-15.pdf>

From: jason brand jasonb8293@me.com
Subject: Re: Principal Life v. Brand - 920632
Date: Yesterday at 11:05 PM
To: David I. Gurkovic dgurkovic@srcattorneys.com
Cc: Carrie E. Cope ccope@srcattorneys.com, Richard Harrow rharrow@dalaw.com, Linda S. Agnew lagnew@jaspanllp.com, Alan Labodori alabodori@sobelins.com, Phyllis Taub plaub@sobelins.com, Cheryl Skinner cheryl.skinner@dfs.ny.gov, Amy Hackett Amy.Hackett@phly.com
Bcc: Ivan Dolowich idolowich@kdvlaw.com, Matthew Minero MMinero@kdvlaw.com, Alan Brand alanabrand250@yahoo.com

All,

there is a current open investigation against Principal & their bad faith actions.

I was waiting on your response and today I got a FedEx with a default in the principal case. I kept asking and pressuring Amy Hackett at Philadelphia insurance claims dept. about this claim, everyone said I had time. I asked for an extension with the court and I guess that wasn't enough.

I am not an attorney, but I am quite good at insurance coverage issues from dealing with lawsuits over the last bunch of years. Working at Narco Freedom and having direct interaction with the broker and Philadelphia and other insurance carriers that Narco insured with over the years. I can definitely tell you that the principal claim was 100% related to the current claim that Philadelphia is defending me under the D&O coverage, providing a duty to defend.

Given that the accusations were identical to the first round of indictments alleged by the NYS Attorney General's office. Philadelphia insurance has been providing coverage for a the covered loss and action and the policy clearly states that it will continue to defend until adjudication.

An insurance company doesn't get to pick and choose after they afford the coverage to defend a defendant. If Philadelphia does, it's considered a bad faith action by the insurance company. This is actually what Principal Life is doing in this federal suit to rescind coverage! Your company is following their lead and breaching your insurance contract. An alleged act against myself for material misrepresentation acting as an individual, or an employee of Narco Freedom are both covered under the indemnification agreement that has afforded me coverage in the first place. The rescission paperwork alleges both myself individually and as an employee of Narco Freedom. An employee when they allege that I did not disclose the Narco Freedom Cigna group Ltd plan. Keeping in mind the Narco Freedom

group ltd plan under Cigna wasn't in existence when I applied for coverage with principal life's ltd plan. (He we go again with a covered "alleged" and also false and baseless accusation as a way to rescind coverage by showing a "alleged" history of "material misrepresentations". The KEY WORD HERE IS "alleged". No final adjudication can be made if I lack defense , that's why Philadelphia insurance has afforded defense under my insurance contract!

Bad faith is also determined when a claim is filed and/or in this case - an "related action" in which relates to a existing case (pending) that has been afforded coverage already by the insurance company is forwarded over to a insurance company that is covering your action, and they don't act quickly and without delay that may cause harm to the case or insured. You have done this , and we have a defaulted judgement as a result !

I don't have the means as you already know given I'm being idemified and Philadelphia is covering the attorney costs under the existing asset forfeiture case brought in Bronx county Supreme Court.

I have no means to defend myself! I have contacted Suffolk county bar association and the nys bar association for a pro bono atty referral , without any follow up. I contacted Nassau/ Suffolk legal services without them getting back to me as well!

Philadelphia has complete knowledge that I have no means to pay legal fees and has been paying my legal fees under the civil forfeiture action in which I was accused of insurance fraud - specifically under the 13a statue. There is no secret , yet baseless accusations but your policy provides defense for this alleged action , this alleged action has pretty much destroyed my livelihood , and my disability policies afforded to me have taken advantage of myself and my disabilities (yes now more debilitating disabilities) courtesy of my trusted insurers acting in bad faith, have not allowed me resources to get better .! Lose my health benefits, and lose access to my medications and medical care . Force me to do things I cannot do because of medical conditions and pretty much now I have been getting sicker and sicker with more health problems then when I took leave last year . Let alone the mental anguish I have been subjected to, but the constant bad faith of my

insurers one after the next when I need them the most is devastating given there was never a issue when things were good accepting premium payments ! Insurance is there for the real bad times , this is a real bad time and my insurers are running away from me instead of providing the coverage they promised and advertised! If you continue long enough you will win because I won't be here anymore to fight for my rights , because my health is just getting progressively worse and it's all because of interests you have insured and idemified!

I am not a attorney nor do I know the process in which a default such as this gets overturned, but your failure has potentially caused serious harm to an alleged act in which you have provided coverage and now you have just prejudiced my right to defense by your lack of determining coverage in a "reasonable" time frame. ("reasonable" in this case has been defined by the court , because they granted the default)

I ask you reconsider your actions rather quickly and get this overturned . And get me the continued coverage I am entitled to under the insurance contract , my joint defense agreement and idemification agreement all accepted by narco freedoms board at the beginning of this suit.

Consider that this email as notice that if Philadelphia fails to provide the coverage continuously for defense purposes in all related actions as per the d&o policy as a "related claim" therefore under the policy it reads that related claims for the same action and/or indictment will be covered as one claim and subject to same deductible and limits of insurance, and will not be considered a new claim with a new retention and separate limits of insurance.

If you have already and continue to prejudice my rights , consider this notice that I will bring a bad faith claim against Philadelphia insurance for breach of contract.

I was asking for representation in a action that would prejudice the whole case and all parties who have been accused of the same charges in which have been idemified under Philadelphia's d&o policy .

Principal life and their attorney's have used the current nysag case as a way to attempt to avoid coverage . Narco freedom is 100% responsible for defense costs under my idemification agreement since it is related to the current ag investigation and alleged charges , plus the principal policy and other policies were purchased to make sure my family was protected if I ever became disabled as the narco freedom erisa ltd plan if coverage were triggered as defined would only cover a maximum of 70 percent up to a 10k max.

It would not provide enough for me to support my family .

That is why this plan and others were purchased and principal is also using a false accusation in which the group Cigna life policy existed with narco freedom in which I never disclosed to principal at the time of the application . That is correct , but that is because narco freedom didn't have a ltd plan with Cigna until 6 months after the binding of coverage of the principal policy . But that doesn't stop Cigna from alleging a false accusation in order to try and pull coverage.

The principal policy also has language in it that disability payments would be made if I did become disabled and they felt I provided material misrepresentations at the time of insurance binding, but they would have to make payments under the policy until a final adjudication by a court.

Also there was a premium waiver that premium would not have to be paid after the 90 day elimination period and benefits began, which would have been this past January. Yet they continue to accept premium until they decided to rescind after 8 months and a appeal.

This all really is baseless to the fact that Philadelphia has afforded coverage already for alleged "insurance fraud , and or material misrepresentation" and idemification was for all related claims without prejudice.

I request a answer immediately and how Philadelphia plans to fix this , or I will do what I have to do to preserve my rights under the law.

I do hope Philadelphia acts in good faith to rectify their actions and provide coverage. There is a conference on Friday for some reason with the magistrate judge . You will be reading this on Thursday , one day before. The default was entered into ecf today and I received the FedEx requesting a default this evening when I returned home from the Jewish holiday. The motion by the plaintiffs attorneys for a default was essentially received by me after the judge granted it. If that even makes sense ? I didn't even have to sign the FedEx it was just left at the front door .

Sincerely,

Jason brand

123111102049.pdf

Sent from my iPhone

On Sep 18, 2015, at 6:17 PM, Curkovic, David I. <dcurkovic@srcattorneys.com> wrote:

Mr. Brand,

Please see the attached correspondence from Carrie Cope. A hard copy is being mailed to you, as well.

David I. Curkovic

Schuyler, Roche & Crisham, P.C.

DCurkovic@SRCattorneys.com

312 565.8317 TEL | 312 565.8300 FAX

<Narco Freedom - 2015-9-18- Carrie Cope to Jason Brand - Principal Life
Suit.PDF>

Prison vs BRAND

2:15-cv-03804-JS-AKT

* This has been fully emailed to
The Plaintiff's Council, Per Your

request. I Am told the Conf is

On for 3pm Tomorrow & I

Truly Appreciated Your Time & Understanding.

* AGAIN IM SORRY FOR HANDWRITING THIS -
it my medical problem. AND I WANTED TO
Get this to you ASAP.



☒ [CLICK HERE TO SIGN UP FOR BUILDINGS NEWS](#)

NYC Department of Buildings

Contractor Details

=== GC SAFETY REGISTRATION ===
JASON BRAND

Date Registered: 12/21/2009 Contractor ID: 602841
Status: A - ACTIVE Expiration: 12/21/2012
City Employee: No
Office Address: 1735 WEST FARMS RD BRONX, NY 10460
Business Phone: 888-432-7601

Business 1 : DASO DEVELOPMENT CORP

Insurance Type	Policy	Required	Company	Expiration Date
General Liability	DPC004133800	Yes	ARCH SPECIALTY INS	10/26/2011
Workers' Compensation	X20664616	Yes	NYS INSURANCE FUND	01/06/2012
Disability	5484021	Yes	ZURICH AMERICAN INS CO	12/30/2011

Endorsements

Status: ACTIVE Type: DM - DEMOLITION
Status: ACTIVE Type: CN - CONSTRUCTION
Status: ACTIVE Type: CC - CONCRETE

If you have any questions please review these [Frequently Asked Questions](#), the [Glossary](#), or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

ACCEPTED IN 2010



CERTIFICATE OF LIABILITY INSURANCE

OP ID M3

DATE (MM/DD/YYYY)

10/04/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sobel Affiliates 595 Stewart Avenue Garden City NY 11530-4735 Phone: 516-745-0000	CONTACT NAME: PHONE (A/C, Mo, Ext): FAX (A/C, No): ADDRESS: PRODUCER CUSTOMER ID #: DASOD-1																		
INSURED Dago Development Corp. 1735 W. Farms Rd, Floor #2 Bronx NY 10460	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Arch Specialty Insurance</td> <td>21199</td> </tr> <tr> <td>INSURER B:</td> <td>National Union Fire Ins Co</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER A:	Arch Specialty Insurance	21199	INSURER B:	National Union Fire Ins Co	19445	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:	National Union Fire Ins Co	19445																	
INSURER C:																			
INSURER D:																			
INSURER E:																			
INSURER F:																			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	AUTO SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$1,000 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	DPC003533701	09/26/10	09/26/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		BE011114870	09/26/10	09/26/11	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The policy of insurance names the City of New York as Additional Insured and provides completed operations coverage as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

THE CITY The City of New York and The Department of Transportation c/o DOT Office of Permit Management, 55 Water St New York NY 10041	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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ACORD 25 (2009/09)

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From: jason brand jasonb8293@aol.com
Subject: Fwd: Jason Brand
Date: September 18, 2015 at 6:59 PM
To: David Curkovic I. DCurkovic@SRCattorneys.com, ccope@srcattorneys.com



This was the broker

Sent from my iPhone

Begin forwarded message:

From: David Glenn <dglenn@rampartinsurance.com>
Date: June 30, 2015 at 10:21:17 PM EDT
To: Jason Brand <'Jasonb8293@aol.com'>
Subject: Fwd: Jason Brand

Fyi i sent this to Principal yesterday!

David Glenn
O-516-390-3638
C-917-912-0212
EFax-516-390-3639

----- Original message -----

From: David Glenn <dglenn@rampartinsurance.com>
Date: 06/29/2015 3:52 PM

Amy as per below you had received my email requesting an update on Jason Brand on May 15th. To date I still have not received a response from anyone at Principal and this is beyond unacceptable to leave the insured as well as myself dangling in limbo like this indefinitely. I have lost all faith in Principal and so had the insured. You have completely disturbed my relationship with my client as he assigns blame to myself and Rampart for his current predicament. Your last reply was it was being reviewed by management and that was over 6 weeks ago. I cannot understand what the holdup is as everything is in order and double checked. He has provided hundreds of pages of documentation and

was expecting payments to begin months ago. Please advise what Principal's position is as soon as possible as I am expecting a favorable outcome for Mr. Brand during this especially difficult time for him and his family.

David

David Glenn
1983 Marcus Ave, Suite C130 | Lake Success, NY 11042
T. (516) 390-3638 | F. (516) 390-3639 | C. (917) 912-0212
Rampart Brokerage Corporation
website | map | email

-----Original Message-----

From: Ralston, Amy [<mailto:Ralston.Amy@principal.com>]
Sent: Friday, May 15, 2015 2:26 PM
To: David Glenn
Subject: Read: RE: Jason Brand
Importance: High

Your message

To: Ralston, Amy
Subject: RE: Jason Brand
Sent: Friday, May 15, 2015 1:23:59 PM (UTC-06:00) Central Time (US & Canada)

was read on Friday, May 15, 2015 1:26:26 PM (UTC-06:00) Central Time (US & Canada).

Please note that additions or changes to coverage, or a first report of a claim, cannot be made via email. You must speak directly with an Account Executive or Claims Department representative.

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ATT00001.bin

-----Message Disclaimer-----

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